AF Jfh
3626

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

In re Application of: §	Examiner: Gilligan, C. L.
§	Art Unit: 3626
Evenshaug, et al. §	Atty. Dkt. No: 5053-28501
§	
Ser. No. 09/676,018 §	
§	
Filed: September 29, 2000 §	
§	
Title: CONDITION COMPONENT FRAMEWORK FOR REINSURANCE §	

REPLY BRIEF

Mail Stop Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This Reply Brief is in response to the Examiner's Answer dated October 18, 2005. Appellants respectfully request that this Reply Brief be entered pursuant to 37 C.F.R. § 41.41 and considered by the Board of Patent Appeals and Interferences.

REPLY TO EXAMINER'S ANSWER

First Ground of Rejection:

Claims 1-32 and 47-51 are finally rejected under 35 U.S.C. §103(a) as being obvious over Copeland in view of Underwood and further in view of Kelly.

The arguments presented in the Examiner's Answer are addressed below.

Claim 1

Arguments A and B (per the Examiner's notation)

In the Examiner's Answer, the Examiner contends that Copeland discloses a parent-child relationship between an insurance object and a section object, and a parent-child relationship between a section object and a condition object. Claim 1 recites in part: "wherein the reinsurance contract object is a parent of a section object" and "wherein the condition object is a child of the section object". The Examiner relies on a "business object" disclosed in Copeland as an "insurance object", a "mixin object" disclosed in Copeland as a section object, and a "data object" disclosed in Copeland as a condition object. The Examiner points to Figure 3 as "a representation of the hierarchy described in Copeland". The Examiner further contends that "this hierarchy" shows a parent-child relationship between the business object and mixin object and between the mixin object and data object. As discussed below, however, neither the cited portions of Copeland nor Figure 3 disclose a parent-child relationship between the business objects and the mixin objects, or between the mixin objects and the data objects.

The Examiner contends that the parent-child relationship between the "business object" and "mixin object" can be seen in "how the business objects interact with the mixin object in the proper business environment." The Examiner cites Copeland, col. 2, lines 60-63 and col. 6, lines 33-38. Copeland discloses: "the functions of setting up the execution environment for the business objects and legacy system are implemented in a category of objects termed 'mixin

2

objects.'" Copeland also discloses that mixin objects contain " a model of the various systems functions and descriptions of how business objects interact with them." Nothing the cited portions of Copeland, however, disclose that the business object is a parent of the mixin object. As to Figure 3, this Figure depicts vertical lines arranged from left to right representing "client", "managed object", "business object", "mixin object", "data object", and "legacy system", and horizontal arrows connecting various boxes on the lines. The horizontal arrows represent method calls (see, e.g., Copeland, column 10, lines 9-16). Figure 3 does not, however, disclose a parent-child relationship between the business object and the mixin object. Indeed, in Figure 3, the representative business object does not even call any of the mixin objects, let alone is the business object depicted as a parent of any of the mixin objects.

The Examiner asserts that an example of a parent-child relationship between the "mixin object" and the "data object" is disclosed in column 11, lines 2-11. Copeland discloses that the mixin object calls the store Data() method on the data object. Copeland further discloses that mixin objects and data objects can be "changed and updated to accommodate alternative infrastructure requirements and the business domain logic can remain unchanged." Nothing in the cited portions of Copeland, however, discloses that the mixin object is a parent of the data object. Also, as discussed above with respect to FIG. 3, the horizontal arrow from the mixin object to the data object represents a method call, not a parent-child relationship. Appellant notes that FIG. 2 of Copeland depicting both mixin object 212 and data object 214 as clouds within a larger cloud for managed object assembly 123 – thus the mixin object and the data object are shown at the same level of the managed object assembly, not related as parent and child.

The Examiner contends that even though "parent" and "child" are expressly recited in claim 1, the language does not explicitly require the inheritance of any properties from parent to the child. Appellant's specification, however, specifically describes inheritance from a parent class:

> The hierarchical definition of classes and subclasses based on shared properties and methods is very useful. A subclass includes all the properties and methods in the class of which it is a member (its <u>parent class</u>). <u>The subclass is said to inherit the properties and methods of its parent class.</u> This property is useful in defining subclasses because only those properties and methods that do not appear in the parent class need to be defined in the subclass (although properties or methods which appear in the parent class may be redefined in the subclass.) This allows the code written in the parent classes to be re-used so that the programmer does not have to rewrite or cut and paste code into each new subclass.
> (Appellant's specification, page 24, lines 9-17) (emphasis added)

Thus, Appellant's specification discloses a parent class as having inheritable properties. The Examiner has not shown how Copeland, by contrast, discloses <u>any</u> parent-child relationship between the "business object" and the "mixin object". "<u>All</u> the words in a claim must be considered in judging the patentability of that claim against the prior art." (emphasis added) *In re Wilson*, 424 F.2d 1382, 1385 (C.C.P.A. 1970). Moreover, claims are not to be read in a vacuum, but in the context of the specification. *Medrad, Inc. v. MRI Devices Corp.*, 401 F.3d 1313, 1319 (Fed. Cir. 2005). "[T]he person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification." *Phillips v. AWH*, 415 F.3d 1303 (Fed. Cir. July 12, 2005) (en banc). The Examiner's position appears to read out of the claim the language regarding parent and child relationships, or, at best, to deem <u>any</u> interaction between objects as a parent-child relationship. Such readings are not consistent with the claims read in light of Appellant's specification.

Argument C

The Examiner contends that the "data object" disclosed in Copeland is "a type of condition object as recited in the claims." Claim 1 recites in part: "identifying an inheritable class of objects <u>to represent the one or more conditions of a reinsurance contract</u>" and "creating an instance of the inheritable class of objects to identify a condition object" (emphasis added). Thus, by the express language of claim 1, the condition object relates to one or more <u>conditions of a reinsurance contract</u>. Appellant does not contend that the specific examples of embodiments given in Appellant's specification (e.g., premium limits, consolidation conditions)

should be read into claim 1. Nonetheless, by the express language of the claim, a condition object must relate to *some* condition of a reinsurance contract. The portion of Copeland cited by the Examiner states that the insurance policy data object provides "an interface and access to the relational database for create, retrieve, update, and delete (CRUD) operations." (Copeland, column 7, line 4-6). The functions performed by the data object are thus quite different from that of the condition object recited in claim 1. Whether or not data relating to a contract condition might be among the data manipulated during CRUD operations, the data object itself is not therefore a "condition object" as used in claim 1.

Argument D

The Examiner contends that in view of Copeland's disclosure of "an embodiment of applying the object-oriented model in an insurance policy processing environment," one of ordinary skill in the art would have been motivated to combine the Copeland, Underwood, and Kelly in the manner described in the rejections. Claim 1, however, describes a reinsurance contract represented by an reinsurance contract object, wherein the reinsurance contract object is a parent of a section object, or creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object. Even if Copeland, Underwood, and Kelly were properly combinable, which Appellant argues they are not, the alleged combination would still not produce the system of claim 1.

Therefore, Appellant respectfully submits that the asserted motivation to combine is improper, and that a *prima facie* case of obviousness has not been established to reject claim 1. Accordingly, Appellant respectfully submits that, at least for at least the reasons presented above, claim 1 and the claims dependent thereon are not obvious over Copeland in view of Underwood and Kelly, and are thus allowable.

Claim 3

Argument E

The Examiner reiterates its contention relating to Argument B that Copeland discloses inheritance from the mixin object to the data object. As discussed above with respect to

Arguments B, however, Copeland does not disclose that the data objects inherit from the mixin objects. Instead, the mixin object merely calls the data object. Moreover, as noted above, the mixin object and the data object are depicted at the same level of the managed object assembly in FIG. 2 of Copeland, not as parent and child. Mere interaction between the mixin object and data object does not establish a parent-child relationship.

Claim 9

Argument F

The Examiner contends that the expired insurance policy disclosed in Copeland is an "identified condition" that would exclude one or more conditions of a class. In particular, the Examiner contends that an expired insurance policy is a "condition" that would be excluded by conditions of an active insurance policy. An expired insurance policy would not, however, be a "new condition" of a previously defined object class, as recited in claim 9. Furthermore, nothing in Copeland discloses that an active insurance policy would exclude an expired policy.

Claim 10

Argument G

The Examiner contends that "system level security" described in Copeland is "a type of protection assignment subclass as currently recited in the claims." Claim 10, however, recites: "the protection class comprises a proportional protection assignment subclass or a non-proportional protection assignment subclass." (emphasis added). The description relating to "proportional/non-proportional protection assignments" in Appellant's specification clearly relates to protection under insurance contracts. (See Appellant's specification, page 41, lines 18-24). In effect, the Examiner excises the word "protection" from the phrases "proportional protection assignment subclass" and "non-proportional protection assignment class", and then uses "protection" entirely out of context from Appellant's specification. In particular, the security of a computer system as discussed in Copeland has nothing to do with protection under insurance contracts. As used by the Examiner, the "proportional" and "non-proportional" appear to have no meaning. Moreover, even if claim 10 could be read broadly enough to cover

"protection" unrelated to insurance contracts, Copeland teaches or suggests nothing about "proportional" or "non-proportional" protection assignment subclasses.

Claim 11

Argument H

The Examiner contends that the classification of objects described in Copeland includes "such business environment properties as received in the claim". The portion of Copeland cited by the Examiner discloses that a class of objects "might have various implementations and methods for changing the beneficiary of the insurance policy, determining the insurance policy premium, maintaining a history of claims asserted against the policy, making a claim, altering the policy's coverage and liability limits, and other similar functions needed in the application to model the various services provided by an insurance company." (Copeland, column 6, lines 13-19). Nothing in Copeland, however, teaches or suggests the combination of properties for a section classification class including a country, a main class of business and a class of business associated with the section classification class as recited of claim 11.

Claim 27

Argument I

The Examiner contends that "since the life cycle model of Copeland is derived form the objected-oriented framework", "this teaching" of Copeland is "a type of life cycle phase object as recited in the claim." Claim 27, however, recites: "life cycle phase objects derived from the multi-dimensional reinsurance contract framework, wherein each life cycle phase object is a child of one of the insured period objects." (emphasis added). The Examiner argues that claim 27 does not explicitly define the life cycle phase object as a phase of a reinsurance contract. The express language of the claim itself, however, specifically describes the life cycle phase object as a child of an insurance period object. Appellant agrees that limitations from the specification are not read into claims. Nevertheless, claims are not read in a vacuum but in the context of the specification. *Medrad,* 401 F.3d at 1319. The description specifically describes "life cycle phase objects" in Appellant's specification in the context of reinsurance contracts. (See Appellant's specification, page 40, lines 18-24). Copeland discusses the "life cycle" in the context of

7

object-oriented programming. Copeland does not even mention "phases", let alone teach or suggest a "life cycle phase object". Moreover, Copeland does not disclose an object that is a child of an insurance period object. To support the rejection of claim 27, the Examiner ignores the word "phase" in "life cycle phase object" and ignores the express claim limitation that the life cycle phase object is a child of an insurance period object. As noted above, all the words of a claim must be considered in judging patentability against the prior art. *In re Wilson*, 424 F.2d at 1385. For at least these reasons, claim 27 and the claims dependent thereon are not obvious over Copeland in view of Underwood and Kelly, and are thus allowable.

Second Ground of Rejection

Claims 33-46 are finally rejected under 35 U.S.C. §103(a) as being obvious over Underwood in view of Copeland and further in view of Kelly.

Claim 33

The Examiner's Answer does not specifically respond to Appellant's arguments made with respect to claim 33. Claim 33 recites in part: "wherein each insured period object comprises one or more life cycle phase objects, and wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during the particular time period". As discussed above with respect to claim 27, Copeland discusses the "life cycle" in the context of object-oriented programming. Copeland does not mention "life cycle phases." In addition, Copeland does not teach or suggest an insured period object comprises one or more life cycle phase objects. Furthermore, Copeland does not teach or suggest life cycle phase objects identifying a particular phase in a life cycle of a particular reinsurance contract during a particular time period. For at least these reasons, claim 33 and the claims dependent thereon are not obvious over Underwood in view of Copeland and further in view of Kelly, and are thus allowable.

8

CONCLUSION

For the foregoing reasons, it is submitted that the Examiner's rejection of claims 1-37 and 40-51 was erroneous, and reversal of his decision is respectfully requested.

A Fee Authorization is attached for the filing of this reply brief. If any additional extension of time is required, Appellant hereby requests the appropriate extension of time. If any fees are omitted or if any additional fees are required or have been overpaid, please appropriately charge or credit those fees to Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Deposit Account Number 50-1505/5053-28501/EBM.

Respectfully submitted,

Eric B. Meyertons
Reg. No. 34,876
Attorney for Appellant

MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C.
P.O. Box 398
Austin, TX 78767-0398
(512) 853-8800 (voice)
(512) 853-8801 (facsimile)

Date: December 19, 2005